IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.864 OF 2005

IN

SUIT NO.3730 OF 2000

Killick Nixon Ltd. ...Plaintiffs

Versus

Geekay Exim (India) Ltd. ...Defendants

And

The Official Liquidator ...Respondent

.....

Ms.N.Kapadia i/b M/s.Pandya Gandhi & Co.for Plaintiffs.

Mr.A.C.Thomas for Defendants.

.....

CORAM: A.M.KHANWILKAR, J.

SEPTEMBER 20, 2005.

P.C.

1. Counsel for Defendants has no objection for allowing this Chamber Summons in terms of prayer clause (a).

2. Accordingly, Chamber Summons allowed in

terms of prayer clause (a), but on condition that the Plaintiffs will be primarily responsible for all the legal expenses to be incurred by the Official Liquidator in the Suit or any other derivative proceedings or Appeals arising from such Suit. I am informed that the Plaintiffs have already deposited sum of Rs.40,000/- (Rupees Forty Thousand) towards initial expenses. The Plaintiffs through their Counsel assures that any further directions to be passed by the Company Court towards legal expenses to be borne by the Plaintiffs will be adhered to without any demur. On this assurance, Chamber Summons made absolute in terms of prayer clause (a).

3. Amendment to be carried out within four weeks from today.

A.M.KHANWILKAR, J.